

EXHIBIT “B”



1655 N. Central Expressway, Suite 710
 Dallas, TX 75243-3790
 Tel 972 907-9910
 Fax 972 907-9871

September 17, 2008

Ms. Joan Ruland Donnelly
 Liberty Mutual Property
 20 Riverside Road
 Weston, MA 02493

RE: Claim No. : X58A-000922-00
 Report No. 5 : Interim
 Insured : Radio Shack Corporation
 Type of Loss : Tornado and Fire
 Loss Date : Tornado - 2-5-08, Fire - 2-11-08
 Policy No. : YJ2-L9L-004096-167
 Loss Location : Warehouse 86, Southaven, MS
 MYI File No. : 16.004205

Dear Ms. Donnelly:

Enclosed herewith is our interim report in connection with the above captioned claim.

ENCLOSURES:

1. Statement of Loss
2. Depreciation Schedule
3. Estimate from J.S. Held, Inc.
4. Other claim documentation
5. Copy of lease agreement

INSURED:

The named insured is Radio Shack Corporation and their address is 300 Radio Shack Circle, Fort Worth, TX.

COVERAGE:

Coverage is in force through policy number YJ2-L9L-004096-167 and effective dates are 7-1-07 to 7-1-08. Policy valuation is at promotional retail value for stock and replacement cost for store improvements and fixtures. There is a \$250,000 deductible applicable.

OTHER INSURANCE:

The sub-tenant, Warehouse 86 LLC, has a policy of insurance in place as per the enclosed Certificate of Insurance, carried by Employers Mutual Casualty for business personal property in the amount of \$1,000,000 which lists S.C. Kiosks, Inc. as having an interest in the policy. S.C. Kiosks is owned by Radio Shack Corporation. It is understood this location is listed on the Schedule of Insured Locations.

ESTIMATE OF LOSS:	\$2,765,100
DEDUCTIBLES 2@ \$250,000:	(500,000)
RESERVE RECOMMENDED:	\$2,265,100

O/F#: 16.004205
September 17, 2008
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CAUSE OF LOSS:

On February 5, 2008, a tornado struck a warehouse which contained equipment wherein Kiosks, Inc., a division of Radio Shack Corporation, holds an interest. The details of Radio Shack's interest and the damaged property will be discussed later in this report.

Subsequent to the tornado, the landlord hired a demolition contractor who in turn hired a welding subcontractor to cut away metal debris. The welding sub contractor caused a fire while in the process of cutting away debris from the building on February 11, 2008. The equipment which Radio Shack has an interest in, sustained additional damage from the fire.

SUBROGATION:

There are subrogation possibilities against the sub-tenant, Warehouse 86, as they were to insure the property of Radio Shack including the conveyor system and security system. The adjuster for Warehouse 86 is a Micah Moore, P.O. Box 190, 11625 Highway 64 Eads, TN 38028. The telephone number for Micah Moore is (901) 299-8962.

There are also subrogation possibilities against the steel contractor, Diamond Steel, apparently they were involved in causing a fire while cutting away steel structure during the demo process. Their adjuster is a Kevin Fox, claims specialist, P.O. Box 140996, Nashville, TN 32737. Mr. Fox's telephone number is (888)549-9876 ext 1228.

SALVAGE:

In-Motion Systems, LLC, was hired to remove the conveyor system from the warehouse following the occurrences. In-Motion Systems advises in their correspondence dated March 23, 2007, there will be some salvage value estimated at approximately \$60,000. In-Motion Systems advises they have currently been unable to locate a buyer for the remains of the conveyor system and their efforts continue.

ADJUSTMENT:

Enclosed is a proposed Statement of Loss indicating a loss amount of \$2,765,024.26. Applying refundable depreciation as per the Schedule enclosed of \$476,763.00 and applying two separate deductibles, one for the tornado of 2-5-08 and the other for the fire of 2-11-08, makes for net claim as outlined of \$1,706,761.26.

The following is a brief discussion of the items outlined on the enclosed Statement of Loss:

1. Improvements and Betterments

Enclosed is a revised estimate prepared by Christy Ball of J.S. Held for replacement of improvements and betterments in the amount of \$1,417,756.48. The landlord is not in complete agreement with this amount, however, they will agree to use this as a base replacement cost for the improvements and betterments. The policy of insurance allows Liberty Mutual Insurance Company to withhold depreciation until the improvements and betterments are replaced and enclosed is a Schedule of Depreciation which totals \$476,763.00. The actual cash value loss and claim for the improvements and betterments as outlined on the enclosed Statement of Loss totals \$940,993.48.

The policy of insurance requires the improvements and betterments be replaced within a 2 year time frame beginning on the loss date of February 5, 2008 to qualify for the refundable depreciation. The landlord advises they did not intend to replace the improvements and

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betterments until they locate a tenant to reoccupy the warehouse. It is understood the rebuild of the warehouse is approximately 75% complete at this time. The landlord has until February 5, 2010 to replace the improvements and betterments to qualify for the refundable depreciation.

2. Security System

Radio Shack Corporation submitted documentation to substantiate the replacement cost of the security systems from Integral Technologies which totals \$163,000. Applicable depreciation is 50% of the value which totals \$81,500.00, leaving an actual cash value claim amount for the security system of \$81,500.00.

3. Conveyor System

GE Capital invoiced Radio Shack the sum of \$1,064,361.78 which represents the value of the conveyor system as of the loss date. Please note the replacement value of the entire conveyor system is in the range of \$2,000,000 to \$2,500,000 and the amount invoiced by GE Capital represents the actual cash value of the conveyor system as of the date of loss. It was necessary for Radio Shack to remove the remains of the conveyor system and In-Motion Systems LLC agrees to remove the conveyor system for the sum of \$119,906.00. This makes for a loss to the conveyor system of \$1,184,267.78.

There are two separate deductibles applicable, one for the tornado damage of 2-5-08 and the other for the fire damage of 2-11-08 and each deductible is \$250,000. Applying the two separate deductibles makes for a net claim on the conveyor system of \$684,267.78.

As per the enclosed Statement of Loss, the net claim after taking refundable depreciation and applying two separate deductibles is \$1,706,761.26.

These figures have been discussed in detail with representatives of Radio Shack Corporation and they are in agreement.

The lease agreement has been reviewed and Radio Shack Corporation is responsible for replacement of the improvements and betterments. In addition, the landlord, IDI, Inc. is listed as an additional insured.

Radio Shack has requested that two separate checks be issued, the first for the claim on the improvements and betterments in the amount of \$940,993.48 payable to IDI, Inc. and Radio Shack Corporation and the second check for the net claim on the security system and the conveyor system, \$81,500 and \$684,267.78 respectively, for a total of \$765,767.78, payable to Radio Shack Corporation only.

WHAT HAS BEEN DONE:

The enclosed Statement of Loss has been prepared reflecting a loss of \$2,765,024.26 and a net claim of \$1,706,761.26. The lease agreement has been reviewed along with the policy of insurance to verify the obligations of Radio Shack Corporation with regard to the improvements and betterments. The enclosed Depreciation Schedule has been prepared reflecting the refundable depreciation based on the revised estimate prepared by J.S. Held Corporation.

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September 17, 2008
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WHAT IS TO BE DONE:

If your office concurs with the above recommendation, a Sworn Statement in Proof of Loss in the net amount of \$1,706,761.26 will be forwarded to Radio Shack Corporation to conclude the claim. A Replacement Cost Proof of Loss will also be forwarded reflecting the refundable depreciation of \$476,763.00. Radio Shack has requested two separate checks be issued as outlined above.

CONCLUSION:

Authority is requested to provide a Sworn Statement in Proof of Loss for the ACV claim of \$1,706,761.26 and a Replacement Cost Proof of Loss to reflect the refundable depreciation of \$476,763.00.

Please respond with authority.

MCLARENS YOUNG INTERNATIONAL

Bill Adams
Vice President/Branch Manager
Executive General Adjuster

BA/ma

STATEMENT OF LOSS

Insured: Radio Shack
 Loss Location: Southaven, MS
 Date of Loss: 2-5-08 and 2-11-08
 MYI File No.: 16 004205

	VALUE	LOSS	CLAIM
Item I: Real Property			
Loss As Determined			
See Attached Documentation			
1. Improvements and Betterments	\$ 1,800,000.00		
J.S. Held Estimate	\$ 1,417,756.48	\$ 1,417,756.48	
Less: Depreciation	\$ (476,763.00)		
ACV LOSS & CLAIM	\$ 940,993.48		940,993.48
2. Security System	\$ 163,000.00		
Integral Technologies	\$ 163,000.00	\$ 163,000.00	
Less: Depreciation (50%)	\$ (81,500.00)		
CLAIM	\$ 81,500.00		\$ 81,500.00
3. Conveyor System	\$ 2,000,000.00		
G.E. Capital Invoice	\$ 1,064,361.78		
In-Motion Systems LLC	\$ 119,906.00		
LOSS	\$ 1,184,267.78	\$ 1,184,267.78	
Less: Deductible (Tornado)	\$ (250,000.00)		
Less: Deductible (Fire)	\$ (250,000.00)		
CLAIM	\$ 684,267.78		\$ 684,267.78
VALUE, LOSS, CLAIM	\$ 3,963,000.00	\$ 2,765,024.26	\$ 1,706,761.26

DEPRECIATION SCHEDULE
 RADIO SHACK
 SOUTHAVEN, MS
 MYI #16.004205

<u>ITEM</u>	<u>REPLACEMENT COST</u>	<u>% DEPRECIATION</u>	<u>DEPRECIATION</u>
Acoustical Treatments	\$ 19,747.00	50%	\$ 9,873.00
Cabinetry	\$ 18,659.00	40%	\$ 7,463.00
Concrete/Asphalt	\$ 28,400.00	30%	\$ 8,520.00
Doors	\$ 9,269.00	30%	\$ 2,780.00
Drywall	\$ 65,387.00	40%	\$ 26,154.00
Electrical	\$ 236,287.00	40%	\$ 94,514.00
Electrical - Special System	\$ 8,539.00	30%	\$ 2,561.00
Misc. Equipment	\$ 73,375.00	40%	\$ 29,350.00
Carpet	\$ 21,011.00	50%	\$ 10,505.00
Vinyl Floor	\$ 7,358.00	40%	\$ 2,943.00
Fencing	\$ 56,500.00	40%	\$ 22,600.00
Finish Hardware	\$ 14,442.00	40%	\$ 5,776.00
Fire Proective System	\$ 43,949.00	40%	\$ 17,579.00
Framing/Rough Carpentry	\$ 3,930.00	20%	\$ 786.00
Glass/Glazing	\$ 14,725.00	30%	\$ 4,417.00
HVAC	\$ 99,375.00	60%	\$ 59,625.00
Insulation -Mechanical	\$ 9,231.00	35%	\$ 3,230.00
Insulation -Mechanical	\$ 68,851.00	25%	\$ 17,212.00
Light Fixtures	\$ 157,745.00	50%	\$ 78,872.00
Mirrors/Shower Doors	\$ 875.00	25%	\$ 218.00
Plumbing	\$ 49,152.00	40%	\$ 19,660.00
Painting	\$ 9,014.00	50%	\$ 4,507.00
Toilet/Bath Accessorie	\$ 4,854.00	50%	\$ 2,427.00
Window Treatment	\$ 4,632.00	30%	\$ 1,389.00
SUBTOTAL			\$ 432,961.00
Overhead	\$ 118,386.00	37%	\$ 43,802.00
TOTAL			\$ 476,763.00

InMotionSystems, LLC

2324 Foxhaven Drive
Franklin, TN 37069**Invoice**

Date	Invoice #
4/5/2008	11

Bill To
Radio Shack Attn : Judy McCampbell 300 RadioShack Circle MS CF4-324 Fort Worth, TX 76102-1964

P.O. No.	Terms	Project
Judy McCampbell	Due on receipt	

Quantity	Description	Rate	Amount
1	Radio Shack - Southaven, MS Asset and Liquidation - Quote #2008-148 - 25% progress payment due April 11, 2007	29,976.50	29,976.50
<p>010050 Radio Shack Fleet Amount <u>29976.50</u> Account Number <u>1250</u> Authorized Payment By <u>Jamie Gabbione</u> 415-0357</p>			
It's been a pleasure working with you!		Total	\$29,976.50

InMotionSystems, LLC

2324 Foxhaven Drive
Franklin, TN 37069**Invoice**

Date	Invoice #
4/5/2008	13

Bill To
Radio Shack Attn : Judy McCampbell 300 RadioShack Circle MS CF4-324 Fort Worth, TX 76102-1964

P.O. No.	Terms	Project
Judy McCampbell	Due on receipt	

Quantity	Description	Rate	Amount
1	Radio Shack - Southaven, MS Asset and Liquidation - Quote #2008-148 - 25% Final Payment due April 25, 2008	29,976.50	29,976.50
<p>01-0050 Radio Shack Elect</p> <p>Amount <u>29,976.50</u></p> <p>Account Number <u>1250</u></p> <p>Authorized Payment By: <i>Judy McCampbell</i></p> <p><i>Jaimé Caballero</i> 415-0357</p>			
Thank you for your business			Total \$29,976.50



2655 N. Central Expressway, Suite 710
Dallas, TX 75243-3790
Tel 972 907-9910
Fax 972 907-9871

June 13, 2008

Ms. Judy McCampbell
Radio Shack Corporation
300 Radio Shack Circle
MSCF4-320
Fort Worth, TX 76102

RE: Claim No. : X58A-000922-00
 Insured : Radio Shack Corporation
 Type of Loss : Tornado and Fire
 Loss Date : Tornado – 2-5-08, Fire – 2-11-08
 Policy No. : YJ2-L9L-004096-167
 Loss Location : Warehouse 86, Southaven, MS
 MYI File No. : 16.004205

Dear Ms. McCampbell:

As requested enclosed is a copy of our claim submission for the above captioned claim. Should you need additional information please let us know.

Yours truly,

MCLARENS YOUNG INTERNATIONAL

Bill Adams
Vice President/Branch Manager
Executive General Adjuster

BA/ma

RECEIVED
DEC 12 2008

CONVEYOR

In Motion Systems, LLC.
2324 Foxhaven Drive
Franklin, TN 37069
(866) 898-5575
scott.renninger@InMotionSI.com

March 23, 2007

Bill Adams
McLarens Young

Subject: Radio Shack - Southaven, MS Asset Dismantle and Liquidation
Quote # 2008-148

Mr. Adams,

As requested, we are submitting a written proposal for the New Radio Shack - Southaven, MS Asset Dismantle and Liquidation as described below;

1. Pallet Racking – Dismantle Only
 - a. (373) Used pallet rack uprights – 23’-6” x 44” - structural bolt style
 - b. (7) Used pallet rack uprights – 16’ x 42” - tear drop style
 - c. (48) Used 96” x 4” load beams – tear drop style
 - d. (1384) Used 96” x 3” load beams - structural bolt style
 - e. (2028) Used 96” x 4” load beams - structural bolt style
 - f. (200) Used 12” row spacers - structural bolt style
 - g. (3108) Used Wire Decking 44” x 46”
 - h. (48) Used Wire Decking 42” x 46”
 - i. (6232) Bolt-in pallet supports - structural bolt style
 - j. (114) Fire Damaged (Scrap value only) Used pallet rack uprights – 23’-6” x 44” - structural bolt style
 - k. (2592) Fire Damaged (Scrap value only) Used 96” x 3” load beams - structural bolt style
 - l. (5184) Fire Damaged (Scrap value only) Bolt-in pallet supports - structural bolt style
 - m. (2592) Fire Damaged (Scrap value only) Used Wire Decking 44” x 46”
 - n. Labor and all equipment
2. Guardrail – Dismantle ONLY
 - a. (20) Used pallet rack end guards – 2 rail
 - b. (14) sections 96” with 2 rail
 - c. Labor and all equipment
3. Flow Rack (carton flow) - Dismantle ONLY
 - a. (19) Bays of Carton Flow Rack 8’ wide x 8’ deep – 3 shelves
 - b. Labor and all equipment

InMotion Systems, LLC.

2324 Foxhaven Drive

Franklin, TN 37069

(866) 898-5575

scott.renninger@InMotionSI.com

4. Conveyor System – Dismantle ONLY
 - a. (2) Used powered 24” wide BEST FLEX conveyor complete with
 - b. (900 LF) Gravity 24” wide conveyor complete with guardrail and stands
 - c. (2000 LF) Powered, various width conveyor, complete with guardrail and stands
 - d. (240 LF) Powered positive divert sorter, complete with guardrail and stands
 - e. All Powered curves – slave driven, complete with guardrail and stands
 - f. All Crossover units – steel constructed
 - g. Labor and all equipment
 - h. All Electrical and controls
5. Mezzanine - Dismantle ONLY
 - a. (3150 SF) Torbek structural mezzanine with stairs and landings and handrail 18’ x 25’ (7 bays long)
 - b. Labor and all equipment
6. Pallet Flow - Dismantle ONLY
 - a. (76) Pallet rail guides and support angle
 - b. Labor and all equipment
7. Wire Partitions - Dismantle ONLY
 - a. (600 LF) Wire Crafters welded wire partitions 5’ x 10’ panels, sliding gate and doors
 - b. Labor and all equipment
8. Wire Partitions - Dismantle ONLY
 - a. (4000 SF) Safety netting and attachment hardware
 - b. Labor and all equipment
9. Miscellaneous
 - a. Security room and cameras
 - b. Labor and all equipment

Motion Systems, LLC.
 2324 Foxhaven Drive
 Franklin, TN 37069
 (866) 898-5575
scott.renninger@InMotionSI.com

10. Mobilization & Temporary Facilities

- a. Mobile Office
- b. Phone
- c. Job Johnny
- d. Storage Trailer
- e. Dumpster -- General housekeeping ONLY
- f. Forklifts
- g. Aerial Lifts
- h. Fuel
- i. Banding - steel
- j. Wood - crating

Total for the above.....\$119,906

ASSET VALUE – Wholesale and Retail during a 30 day period

Low Value	\$41,289 *
Average Value	\$59,387 *
High Value	\$75,264 *

* Based upon a 30 day sale period and available Customers

Asset values are estimates ONLY and are subject of change based upon condition and inventory of assets during the scope for this project.

InMotion Systems guarantees the sale of all mentioned Assets for a value of \$27,500

EXISTING INVENTORY REMOVAL AND DISPOSAL

All labor and equipment need to remove all existing inventory from the facility and dispose of into waste containers (20 – containers estimated) to be hauled away.

If additional containers are required per container charge will be added to the final bill at a rate of \$1,200/container.

Total for the above.....\$46,000

InMotion Systems, LLC.
2324 Foxhaven Drive
Franklin, TN 37069
(866) 898-5575
scott.renninger@InMotionSI.com

Project start date: March 31, 2008

Project completion time is 3 – 4 weeks from receipt of first payment.

Terms: 50% prior to start
25% due April 11, 2008
25% due April 25, 2008

We appreciate the opportunity to provide this proposal. We would appreciate the opportunity to serve Butler with our broad array of business partner skills. Our goal is to be your solution provider of choice on this project and all upcoming projects that require our skills and abilities.

Should you have any questions or need clarification regarding this proposal, call me direct at 775-691-2166.

Sincerely,

Scott Renninger
General Manager
InMotion Systems, LLC.
(866) 898-5575 ext. - 3
Scott.renninger@InMotionSI.com

Accepted By: _____

Date: _____

Title: _____

P.O. /Ref #: _____

InMotionSystems, LLC

2324 Foxhaven Drive
Franklin, TN 37069**Invoice**

Date	Invoice #
3/31/2008	12

Bill To
Radio Shack Attn.: Judy McCampbell 300 RadioShack Circle MS CF4-324 Fort Worth, TX 76102-1964

P.O. No.	Terms	Project
Verbal Judy	Due on receipt	

Quantity	Description	Rate	Amount
1	Radio Shack - Southaven, MS Asset and Liquidation - Quote #2008-148 - 50% down payment	59,953.00	59,953.00
Thank you for your business.		Total	\$59,953.00

Radio Shack~Tandy Electronics~Tandy Retail Services~Tech America

DISBURSEMENT AUTHORIZATION

Business Unit _____ Origin _____ Requestor's Ext. 3647
Phone No. _____

Setup Required ☐ Vendor Setup
VMG Approval _____ Date _____

Invoice Information

Vendor ID _____ Location Number _____

IN MOTION SYSTEMS

Name _____

2324 FOXHAVEN DR.

Address 1: _____

Address 2: _____

FRANKLIN, TN

37069

City/State: _____ Zip Code: _____

Terms _____ Invoice Date _____ Invoice Number _____

59,953.00

Amount: _____

Distribution Line

Amount \$ 59,953.00 Store 01-0050 Account 1250 Sortable _____

Amount \$ _____ Store _____ Account _____ Sortable _____

Amount _____ Store _____ Account _____ Sortable _____

Asset Fields

Profile ID _____ CAP Number _____

Rent Fields

Lease Number _____ Rent Element _____ Rent Period _____

Lease Number _____ Rent Element _____ Rent Period _____

Lease Number _____ Rent Element _____ Rent Period _____

Authorized By _____ Date 03-28-08

Authorized By _____ Date _____

Check Instructions

Separate Check ☐ Check Message _____ Removal of equipment, per proposal _____

Special Handling ☐ Express Check ☐

Special Handling Message/Instructions _____

**GE Capital**

Make checks payable and remit to:
 GE CAPITAL CORPORATION
 10 RIVERVIEW DR.
 DANBURY, CT 06810
 ATTN: CHRISTOPHER SMYTH

GAM

Account Number: 4145183 - 001

Billing ID	Invoice No.	Due Date
4145183 - 001	894386	03/01/2008
Total Due		\$1,064,361.78

SC KIOSKS, INC.
 300 RADIO SHACK CIRCLE
 ATTN: DEAN HARTMAN
 FORT WORTH, TX 76102-1964
 ATTN: MARIEM HARRIS

To ensure proper credit--detach along dotted line and return upper portion with payment. Please do not staple or fold.

.....

**GE Capital**

Billing ID	Customer No.	Office ID	Customer Service
4145183 - 001	001157259	CISW	1-800-362-0135
Invoice No.	Invoice Date	Due Date	Total Due
894386	02/29/2008	03/01/2008	\$1,064,361.78

SC KIOSKS, INC.
 300 RADIO SHACK CIRCLE
 ATTN: DEAN HARTMAN
 FORT WORTH, TX 76102-1964
 ATTN: MARIEM HARRIS

Account	Due Date	Description	Amount
4145183001	03/01/2008	LATE CHARGES	\$1,813.62
		STIP LOSS VALUE	\$895,200.80
		SALES TAX	\$62,664.06
		PROPERTY TAXES	\$104,683.30
Total Due			\$1,064,361.78

DEMATIC

Ms. Judy McCampbell Radioshack Corporation Warehouse 86, LLC, 481 Airport Industrial Dr. Suite 110 Southaven, MS. 38671	Name Telephone Fax E-mail Internet Date	John Pino Customer Services 616-913-7400 616-913-7433 john.pino@dematic.com http://www.dematic.us March 17, 2008
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RE: Dematic Conveyor Audit, Damage Assessment - Project 11069365

Dear Ms. McCampbell,

The Conveyor System suffered damage from several elements: first the initial tornado, then the fire, and now exposure to the elements. This report will describe the overall conveyor equipment condition, the structural integrity of the individual conveyor "unit", and the condition of the individual components.

One hundred percent of the equipment listed has been affected by water and smoke (soot) damage. Dematic strongly recommends that all the belts be replaced. Water has short and long term affects to the belts and especially the belt lacing. The soot damage is primarily a housekeeping issue which will require the cleaning of all the units.

The extent of the water damage to the electrical system, motors and switches, is unknown and impossible to evaluate without powering up the individual units. The electrical control cabinets on-site, specifically CC1, CC10, CC2, and Dispatch "Icebox" were inspected and appeared to be in good condition. The cabinet doors were closed which should have prevented any internal damage. There was also no sign of water damage in these cabinets.

The conveyor equipment displayed signs of oxidation, primarily to the unpainted surfaces, and bed rollers and axles. The most extensive oxidation was found on units exposed to the extreme heat, water, and elements. These units suffered considerable damage and the following section will note the percent of the unit that is salvageable.

Individual Unit Assessment:

- Group **ONE** list units that have only water and smoke damage. The units' physical integrity is intact and it has suffered only minor damage. These units are still anchored in their original locations.
- Group **TWO** list units that have significant damage and a percent salvageable. These units will require major component replacement in order to become operational again.
- Group **THREE** list units that were totally destroyed (some components may possibly be salvaged).

Group ONE	Group TWO	Group THREE
SS-0112 (sorter)	BT-0111 (Induction) - 80% Salvageable	There were a considerable number of units which had been damaged and pushed into a large pile. The unit numbers on these units were not accessible.
BT-0114A (410)	RT-0224 (1102) - 80% Salvageable	BT-0110 (Wide Belt)
RT-0114B (996)	SS-0307 (PS-140 Positive Sorter) - 50% salvageable. This sorter has frame damage to 3 middle bed sections and the discharge end is severely damaged from exposure to fire. (See Photo below)	VB-0110A (Vertibelt)
RA-0115 (1265)	RT-0309 (1265) - 20% Salvageable. The drive package is the only good part left.	
RT-0115A (996)	RT-0105 (1102) - 40% Salvageable the charge end and discharge are good with the damage to the center of the unit.	
RA-0115B (1265)		
RT-0111E (996)		
BT-0111A (410)		
RT-0111B (996)		
RA-0111C (1265)		
BT-0111D (410)		
RA-0230 (1265)		
RT-0231 (1265)		
BT-0232 (410)		
RT-0233 (996)		
RA-0234 (1265)		
BM-0235 (2305)		
Unit # na (2305)		
Unit # na (1265)		
Unit # na (410)		
RT-0229 (1102 Merge)		
BT-0228 (410)		
BT-0219 (410)		
BT-0209 (410)		
RA-0227 (1265)		
RT-0225 (1102)		
RA-0218 (1265)		
RT-0215 (1102)		
RT-0214 (1102)		

Group ONE	Group TWO	Group THREE
RA-0208 (1265)		
RT-0207 (996)		
RT-0205 (1102)		
RT-0204 (1102)		
RA-0201 (1265)		
RA-0203 (1265)		
RA-0211 (1265)		
RA-0213 (1265)		
RA-0221 (1265)		
RA-0223 (1265)		
Shipping Sorter Mezzanine Area		
BT-0306A (Induction)		
RT-0310 (2305)		
RA-0301 (1265)		
BM-0302 (2305)		
BT-0303 Spiral)		
BT-0304 (Spiral)		

We at Dematic would like to thank you for the opportunity to assist you in your equipment service needs.

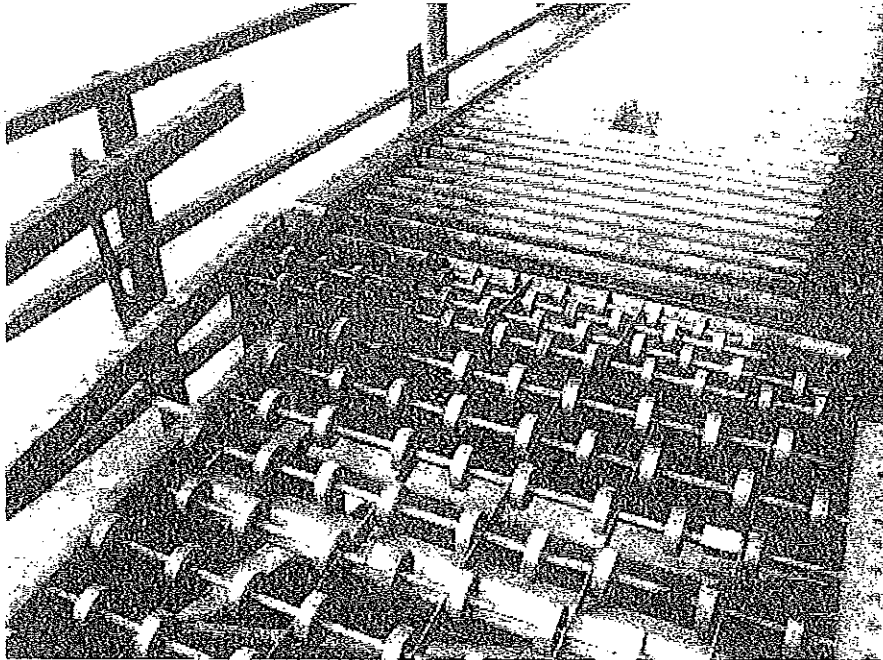
If you have any questions, or require additional information, please contact Customer Service at 1-800-530-9153.

Thank you and we look forward to servicing Radio Shack's equipment in the future.

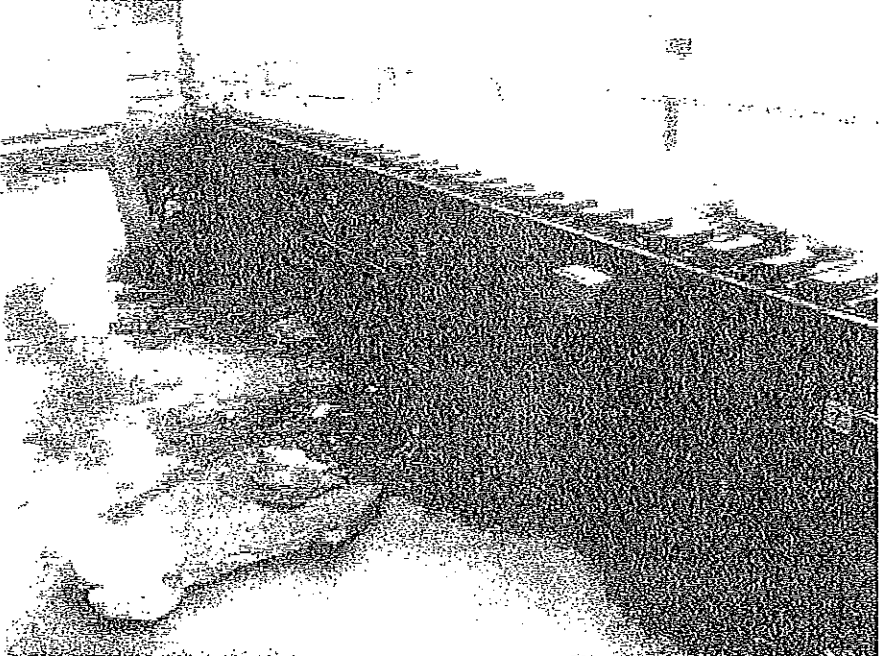
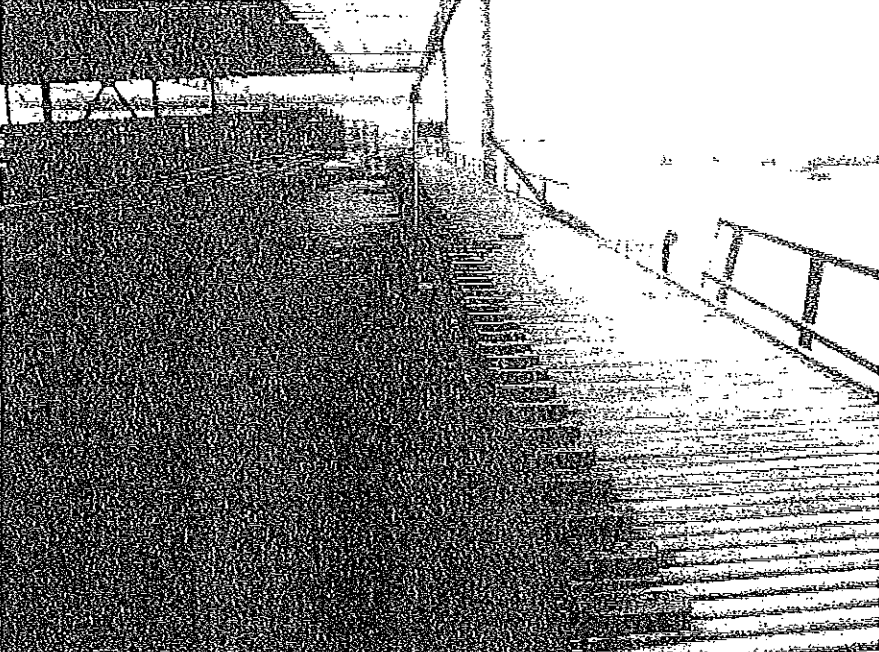
Sincerely,

John Pino
Dematic Field Service Technician

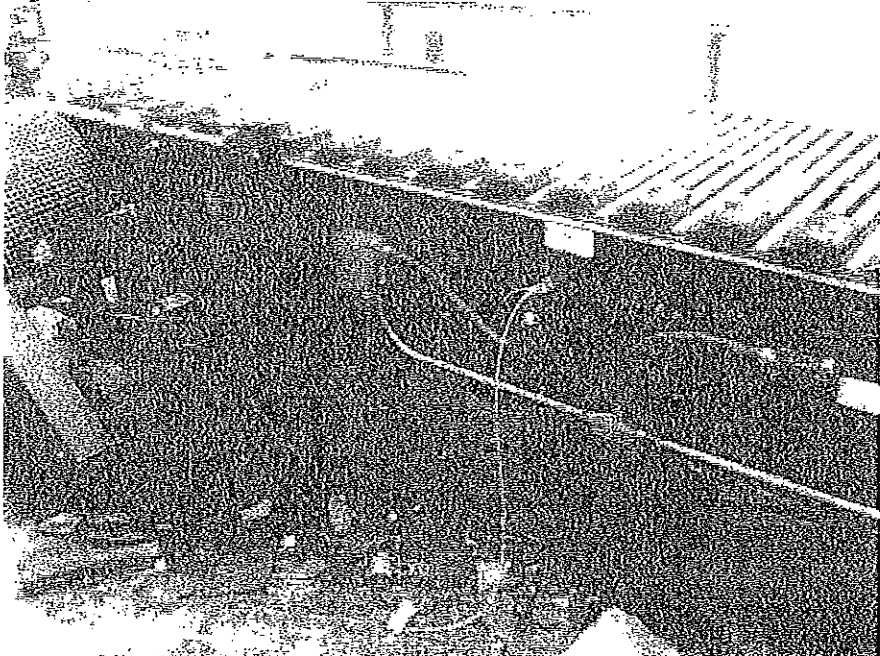
Photos of Group TWO Issues

Unit Number	Issue Identified
SS-0307 (PS-140 Positive Sorter) - 50% salvageable.	<p data-bbox="522 527 1453 583">This sorter has frame damage to 3 middle bed sections and the discharge end is severely damaged from exposure to fire.</p> 

Service Report
Radio Shack

Unit Number	Issue Identified
	
	

Service Report
Radio Shack

Unit Number	Issue Identified
	

GAM

Account Number: 4145183 - 001

EQUIPMENT PURCHASE INVOICE AND BILL OF SALE

Account No #: 4145183 - 001
Invoice Number: 902680Invoice Date: 03/11/2008
Due Date: 03/18/2008Buyer:
Sc Kiosks, Inc.
300 Radio Shack Circle
Mail Stop Wswf6-108
Fort Worth, TX, 761021964Seller:
General Electric Capital Corporation
10 Riverview Dr.
Danbury, CT 06810

Attn: Judy Mccampbell

Purchase Price	\$895,200.80	REMIT TO:
Sales Tax on Purchase	\$62,664.06	GE Capital
Property Tax	\$104,683.30	500 First Avenue
Late Charges	\$1,813.62	ARA Lockbox - 640387
	-----	Pittsburgh, PA 15219
Total Due	\$1,064,361.78	Attn: Christopher Smyth

Equipment Schedule

Please see attached Schedule (A)

Payment of the Total Due quoted above on or prior to the Due Date set forth above by Buyer shall be conclusive evidence of Buyer's agreement to be bound by this Invoice and Bill of Sale and Buyer's receipt and acceptance of the Equipment pursuant to the terms of this Invoice and Bill of Sale

SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE EXCEPT THAT (1) BUYER WILL ACQUIRE BY THE TERMS OF THIS INVOICE TITLE TO THE EQUIPMENT FREE FROM ALL ENCUMBRANCES CREATED BY SELLER AND (2) SELLER HAS THE RIGHT TO SELL THE EQUIPMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES NO WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT AND NO WARRANTIES AGAINST PATENT INFRINGEMENT OR THE LIKE. BUYER ACKNOWLEDGES THAT THE ITEMS SOLD HEREUNDER ARE USED AND THAT SELLER IS OR WAS THE LESSOR THEREOF AND DID NOT USE, MAINTAIN OR HAVE OPERATIONAL CONTROL OF THE EQUIPMENT. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED AND IS NOT RELYING ON ANY REPRESENTATION OR STATEMENT OF CONDITION OF THE EQUIPMENT MADE BY SELLER IN CONNECTION WITH BUYER'S PURCHASE OF THE EQUIPMENT.

Buyer agrees to save and hold harmless Seller from and against any and all federal, state, municipal and local license fees and taxes of any kind of nature, including, but not limited to, any and all excise, personal property, use and sales taxes, and from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions and suits resulting therefrom and imposed upon, incurred by or asserted as a consequence of, the sale of the Equipment to, or the ownership, possession, operation or use of the Equipment by, Buyer

If the Equipment does not secure any other account(s) that you have with GE Commercial Equipment Financing, then certified funds (wire transfer, bank or certified check) are required if you would like to have any liens/titles released within a commercially reasonable time. Providing that any and all amounts paid have been recognized as good and available funds, liens/titles will be released thirty days after receipt of your company check.

This Total Due is quoted as of 02/29/2008 and such quote is valid until 03/02/2008. If Seller received such amount after such date and further amounts are due under the Master Lease Agreement (including any additional or supplemental rents due thereunder), no sale shall be deemed to have taken place until any such further amounts have been received by Seller

Buyer
Sc Kiosks, Inc.
By: [Signature]
Title: VP Rep. ESTE
Date: 3-13-08Seller
General Electric Capital Corporation
By: [Signature]
Title: ACCT. MGR
Date: _____

Schedule (A)

Equipment Description

<u>ACCOUNT</u>	<u>YEAR</u>	<u>QTY</u>	<u>MAKE</u>	<u>MODEL</u>	<u>S/N</u>	<u>DESCRIPTION</u>
<u>4145183001</u>	<u>0</u>	<u>1</u>				FRAZIER INDUSTRIAL COMPANY VAR
<u>4145183001</u>	<u>0</u>	<u>1</u>				SIEMENS DEMATIC CONVEYOR SYSTE

CS(R020403) 4145183001

*LEAS8760

**AMENDED EQUIPMENT SCHEDULE
SCHEDULE NO. 001**

**DATED THIS
TO MASTER LEASE AGREEMENT
DATED AS OF July 3, 2003**

02019/2003

25

Lessor & Mailing Address:

General Electric Capital Corporation
16479 Dallas Parkway #300
Addicks, TX 75001-2512

Lessee & Mailing Address:

Wireless Retail, Inc.
8800 Chaparral, Suite 300
Scottsdale, AZ 85250

This Schedule is executed pursuant to, and incorporates by reference the terms and conditions of, and capitalized terms not defined herein shall have the meanings assigned to them in, the Master Lease Agreement identified above ("Agreement" said Agreement and this Schedule being collectively referred to as "Lease"). This Schedule, incorporating by reference the Agreement, constitutes a separate instrument of lease.

A. **Equipment:** Subject to the terms and conditions of the Lease, Lessor agrees to Lease to Lessee the Equipment described below (the "Equipment").

Number of Units	Capitalized Lessor's Cost	Manufacturer	Serial Number	Model and Type of Equipment
1	\$1,805,971.00 ✓	Siemens Dematic	none	Conveyor system per Siemens Dematic proposal number 27844-Rev. 03 dated 5-14-2003 more fully described in Annex A attached hereto
1	\$382,778.00 ✓	Frazier Industrial Company		various racking more fully described on Annex A attached hereto

Equipment immediately listed above is located at: 481 Airport Industrial Dr, Suite 110, Southaven, De Soto County, MS 38671

B. Financial Terms

1. Advance Rent (if any): \$36,272.44 ✓	5. Basic Term Commencement Date: December 15, 2003
2. Capitalized Lessor's Cost: \$2,188,755.00 ✓	6. Lessee Federal Tax ID No.: 760463842
3. Basic Term (No. of Months): 60 Months ✓	7. Last Delivery Date: December 15, 2003
4. Basic Term Lease Rate Factor: .01637218 ✓	8. Daily Lease Rate Factor: .000276203

9. First Termination Date: Thirty-six (36) months after the Basic Term Commencement Date.
10. Interim Rent: For the period from and including the Lease Commencement Date to but not including the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on Not Applicable.
11. Basic Term Rent, Commencing on December 15, 2003 and on the same day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.

C. Tax BenefitsDepreciation Deductions:

1. Depreciation method is the 200 % declining balance method, switching to straight line method for the 1st taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance, taking into account the 30% or 50% special depreciation allowance and basis adjustment under Section 168(k)(1) of the Code, whichever is applicable.

2. Recovery Period: 5 years.

3. Basis: 100 % of the Capitalized Lessor's Cost.

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19/2008

D. Property Tax

APPLICABLE TO EQUIPMENT LOCATED IN SOUTHAVEN, MS: Lessee agrees that it will not list any of such Equipment for property tax purposes or report any property tax assessed against such Equipment until otherwise directed in writing by Lessor. Upon receipt of any property tax bill pertaining to such Equipment from the appropriate taxing authority, Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense.

Lessor may notify Lessee (and Lessee agrees to follow such notification) regarding any changes in property tax reporting and payment responsibilities.

E. Article 2A Notice

IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE APPLICABLE STATE, LESSOR HEREBY MAKES THE FOLLOWING DISCLOSURES TO LESSEE PRIOR TO EXECUTION OF THE LEASE, (A) THE PERSON(S) SUPPLYING THE EQUIPMENT IS Siemens Dematic Corp., Prater Industrial Company (THE "SUPPLIER(S)"), (B) LESSEE IS ENTITLED TO THE PROMISES AND WARRANTIES, INCLUDING THOSE OF ANY THIRD PARTY, PROVIDED TO THE LESSOR BY SUPPLIER(S), WHICH IS SUPPLYING THE EQUIPMENT IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE EQUIPMENT AND (C) WITH RESPECT TO SUCH EQUIPMENT, LESSEE MAY COMMUNICATE WITH SUPPLIER(S) AND RECEIVE AN ACCURATE AND COMPLETE STATEMENT OF SUCH PROMISES AND WARRANTIES, INCLUDING ANY DISCLAIMERS AND LIMITATIONS OF THEM OR OF REMEDIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE IN ARTICLE 2A AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE WHICH MAY LIMIT OR MODIFY ANY OF LESSOR'S RIGHTS OR REMEDIES UNDER THE DEFAULT AND REMEDIES SECTION OF THE AGREEMENT.

F. Stipulated Loss and Termination Value Table*

Rental Basic	Termination Stipulated Value Loss Value		Rental	Termination Stipulated Value Loss Value	
	Percentage	Percentage		Percentage	Percentage
1	103.260	107.253	31	63.412	68.477
2	102.038	106.067	32	61.982	67.084
3	100.808	104.872	33	60.544	65.681
4	99.569	103.670	34	59.101	64.274
5	98.323	102.460	35	57.654	62.862
6	97.070	101.242	36	56.197	61.441
7	95.810	100.018	37	54.736	60.016
8	94.543	98.786	38	53.270	58.585
9	93.267	97.546	39	51.794	57.146
10	91.984	96.299	40	50.310	55.697
11	90.694	95.044	41	48.821	54.244
12	89.395	93.781	42	47.327	52.785
13	88.089	92.511	43	45.828	51.322
14	86.775	91.233	44	44.324	49.854
15	85.453	89.947	45	42.810	48.376
16	84.123	88.652	46	41.292	46.894
17	82.787	87.352	47	39.769	45.406
18	81.445	86.046	48	38.236	43.909
19	80.098	84.735	49	36.699	42.407
20	78.745	83.418	50	35.156	40.900
21	77.384	82.092	51	33.604	39.384
22	76.017	80.761	52	32.061	37.877
23	74.644	79.424	53	30.512	36.364
24	73.263	78.078	54	28.957	34.844
25	71.876	76.727	55	27.395	33.319
26	70.483	75.370	56	25.827	31.786
27	69.081	74.004	57	24.253	30.248
28	67.671	72.629	58	22.672	28.703

2.188

01/20/2008

29	66.256	71.250	59	21.085	27.151
30	64.836	69.866	60	19.491	25.593

*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above table. In the event that the Lease is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

G. Modifications and Additions for This Schedule Only

For purposes of this Schedule only, the Agreement is amended as follows:

1. The INDEMNIFICATION Section subsection (b) of the Lease is hereby amended by deleting the word "and" immediately preceding "(ii)" on the second line thereof and inserting the following at the end thereof:

(iii) each item of Equipment constitutes "qualified property" pursuant to Section 168(k) of the Internal Revenue Code of 1986, as now and hereafter amended (the "Code"), and is eligible for the additional first-year depreciation deduction equal to (A) thirty percent (30%) or (B) fifty percent (50%) or 100% of the Capitalized Lessor's Cost of the Equipment contemplated by the Code, whichever is applicable; (iv) the Equipment shall be treated as originally placed in service not earlier than the date of the execution and delivery of this Schedule, or in the event the transaction is a sale-leaseback transaction, Lessee shall not have placed in service the Equipment subject to this Lease at any time prior to three months before the execution and delivery of this Schedule; (v) Lessee has not arranged to purchase, and Lessor is not purchasing the Equipment pursuant to a binding written contract entered into before September 11, 2001, if clause (iii) (A) above applies, or not before May 06, 2003, if clause (iii) (B) above applies, and (vi) each item of Equipment shall be placed in service before January 1, 2005.

2. EQUIPMENT SPECIFIC PROVISIONS

RETURN PROVISIONS: In addition to the provisions provided for in Section XI ("Return of Equipment") of the Lease, and provided that Lessee has elected not exercise its option to purchase or renew the Equipment, Lessee shall, at its expense:

(A) at least one hundred eighty (180) days and not more than two hundred forty (240) days prior to the expiration of the term of this Lease, provide to Lessor detailed inventory of all components of the Equipment. The inventory should include, but not be limited to, a listing of model, serial numbers, and size description (length, width, height, diameter) for all items of Equipment;

(B) at least one hundred twenty (120) days prior to the expiration of the term of this Lease, upon reasonable notice by Lessor, make the Equipment available for on-site operational inspections by potential purchasers and provide personnel, power and other requirements necessary to demonstrate electrical, mechanical and computerized systems for each item of the Equipment;

(C) at least one hundred twenty (120) days prior to expiration or earlier termination of the Lease, upon receiving reasonable notice from Lessee, provide or cause the vendor(s) or manufacturer(s) to provide to Lessee the following documents: (1) one set of service manuals, blue prints, process flow diagrams and operating manuals including replacements and/or additions thereto, such that all documentation is completely up-to-date; (2) one set of documents, detailing equipment configuration, operating requirements, maintenance records, and other technical data concerning the set-up and operation of the Equipment, including replacements and/or additions thereto, such that all documentation is completely up-to-date;

(D) at least ninety (90) days prior to the redelivery of the Equipment, Lessee shall at its own expense, have a manufacturer's representative(s) or a qualified equipment maintenance provider(s), acceptable to Lessor, perform a comprehensive physical inspection(s) to: (1) ensure the equipment is clean and cosmetically acceptable, (2) that the equipment will operate or is capable of being operated in accordance with the manufacturer's recommendations, and (3) in such condition so that may be immediately installed and placed into use in a similar warehouse environment. There shall be no missing screws, bolts, fasteners, etc. The Equipment will be free from all large scratches and dents. All Equipment will be in good working condition and conform to all applicable local, state, federal laws, and health and safety guidelines. There shall be no evidence of extreme use, abuse or overloading, i.e. bowed, cracked, bent or sagging racking, shelving and/or conveyor sections, etc. All equipment enhancements or additions will revert to the Lessor upon expiration or earlier termination of the lease and shall not effect, in an adverse manner, the Fair Market Value of the Equipment at Lease Expiration. Such additions and enhancements shall be made only with prior written approval of the Lessor whose approval will not be unnecessarily withheld.

(E) provided that, if during such inspection, the Authorized Inspector finds the Equipment not in compliance with Subsection (d) above, then Lessee shall repair or replace any such Equipment with identical or better quality and, after corrective measures are completed, Lessee will provide for a follow-up inspection of the Equipment by the Authorized Inspector as outlined in Subsection (d) above;

(F) permit Lessor or Lessor's authorized representative to video tape the Equipment "under power" at the lessee's facility at a time during normal working hours mutually agreeable to the Lessor and Lessee prior to de-installation.

(G) properly remove all Lessee installed markings which are not necessary for the installation, operation, maintenance or repair of the Equipment;

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(H) at Lessor's choice, either (1) allow Lessor, at Lessor's expense, and provided Lessor has provided reasonable notice to Lessee, to arrange for an on-site auction of the Equipment in an assembled and functional state. Any such auction will be conducted no more than sixty (60) days prior to Lease termination and will be conducted in a manner which will not interfere with Lessee's business operations, or (2) at Lessee's expense, provide for the de-installation, packing, and transporting of the Equipment to include, but not limited to, the following: (a) the manufacturer's representative(s) or other person(s) acceptable to Lessor, shall de-install all Equipment including all wire, cable, and mounting hardware; (b) if applicable, the Lessee shall ensure all necessary permits and labor are obtained to redeliver the Equipment; (c) the Equipment shall be packed properly and in accordance to the manufacturer's recommendations; (d) the Lessee shall transport the Equipment in a manner consistent with the manufacturer's recommendations and practices to anywhere within the continental United States as Lessor shall direct; and shall have the equipment unloaded at such location; (e) obtain and pay for a policy(s) of transit insurance for the Equipment in an amount equal to the replacement value of the Equipment and Lessor shall be named as the loss payee on all such policies of insurance, (3) provide free rate storage for the Equipment for a period not to exceed sixty (60) days from Lease expiration or earlier return of the equipment.

3. LEASE TERM OPTIONS

Early Lease Term Options

The Lease is amended by adding the following thereto:

EARLY PURCHASE OPTION:

(a) Provided that the Lease has not been earlier terminated and provided further that Lessee is not in default under the Lease or any other agreement between Lessor and Lessee, Lessee may, UPON AT LEAST 30 DAYS BUT NO MORE THAN 270 DAYS PRIOR WRITTEN NOTICE TO LESSOR OF LESSEE'S IRREVOCABLE ELECTION TO EXERCISE SUCH OPTION, purchase on an AS IS BASIS all (but not less than all) of the Equipment listed and described in this Schedule on the rent payment date (the "Early Purchase Date") which is 48 months from the Base Term Commencement Date for a price equal to THIRTY-FOUR AND SIX/100 percent (34.6%) of the Capitalized Lessor's Cost (the "FMV Early Option Price"), plus all applicable sales taxes.

Lessor and Lessee agree that the FMV Early Option Price is a reasonable prediction of the Fair Market Value (as such term is defined in the PURCHASE OPTION Section subsection (b) of the Lease hereof) of the Equipment at the time the option is exercisable. Lessor and Lessee agree that if Lessee makes any non-severable improvement to the Equipment which increases the value of the Equipment and is not required or permitted by the MAINTENANCE Section or the RETURN OF EQUIPMENT Section of the Lease prior to lease expiration, then at the time of such option being exercised, Lessor and Lessee shall adjust the purchase price to reflect any addition to the price attributable to result from such improvement. (The purchase option granted by this subsection shall be referred to herein as the "Early Purchase Option".)

(b) If Lessee exercises its Early Purchase Option with respect to the Equipment leased hereunder, then on the Early Purchase Option Date, Lessee shall pay to Lessor any Rent and other sums due and unpaid on the Early Purchase Option Date and Lessee shall pay the FMV Early Option Price, plus all applicable sales taxes, to Lessor in cash.

H. Payment Authorization

You are hereby irrevocably authorized and directed to deliver and apply the proceeds due under this Schedule as follows:

Company Name	Address	Amount
Siemens Dematic Corporation		\$1,805,977.00
Emster Industrial Company		382,778.00
Total		32,188,755.00

This authorization and direction is given pursuant to the same authority authorizing the above-mentioned financing.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

SEE SIGNATURE BLOCKS NEXT PAGE

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LESSEE:

Wireless Electric Co.

By: _____

Name: J. Dan Mahidin

Title: Chairman

0251912003
002GE CAPITAL SCHEDULE #001
Equipment ScheduleInterest Rate Calculation
Rate from calculation above

\$36,479.25

0

30

Pymt		Interest	Principal Pymt	Total Monthly Payment	Outstanding Principal
					2,188,755.00
1	Jan-04	0.00	36,272.44	36,272.44	2,152,482.56
2	Feb-04	0.00	36,272.44	36,272.44	2,116,210.12
3	Mar-04	0.00	36,272.44	36,272.44	2,079,937.68
4	Apr-04	0.00	36,272.44	36,272.44	2,043,665.24
5	May-04	0.00	36,272.44	36,272.44	2,007,392.80
6	Jun-04	0.00	36,272.44	36,272.44	1,971,120.36
7	Jul-04	0.00	36,272.44	36,272.44	1,934,847.92
8	Aug-04	0.00	36,272.44	36,272.44	1,898,575.48
9	Sep-04	0.00	36,272.44	36,272.44	1,862,303.04
10	Oct-04	0.00	36,272.44	36,272.44	1,826,030.60
11	Nov-04	0.00	36,272.44	36,272.44	1,789,758.16
12	Dec-04	0.00	36,272.44	36,272.44	1,753,485.72
13	Jan-05	0.00	36,272.44	36,272.44	1,717,213.28
14	Feb-05	0.00	36,272.44	36,272.44	1,680,940.84
15	Mar-05	0.00	36,272.44	36,272.44	1,644,668.40
16	Apr-05	0.00	36,272.44	36,272.44	1,608,395.96
17	May-05	0.00	36,272.44	36,272.44	1,572,123.52
18	Jun-05	0.00	36,272.44	36,272.44	1,535,851.08
19	Jul-05	0.00	36,272.44	36,272.44	1,499,578.64
20	Aug-05	0.00	36,272.44	36,272.44	1,463,306.20
21	Sep-05	0.00	36,272.44	36,272.44	1,427,033.76
22	Oct-05	0.00	36,272.44	36,272.44	1,390,761.32
23	Nov-05	0.00	36,272.44	36,272.44	1,354,488.88
24	Dec-05	0.00	36,272.44	36,272.44	1,318,216.44
25	Jan-06	0.00	36,272.44	36,272.44	1,281,944.00
26	Feb-06	0.00	36,272.44	36,272.44	1,245,671.56
27	Mar-06	0.00	36,272.44	36,272.44	1,209,399.12
28	Apr-06	0.00	36,272.44	36,272.44	1,173,126.68
29	May-06	0.00	36,272.44	36,272.44	1,136,854.24
30	Jun-06	0.00	36,272.44	36,272.44	1,100,581.80
31	Jul-06	0.00	36,272.44	36,272.44	1,064,309.36
32	Aug-06	0.00	36,272.44	36,272.44	1,028,036.92
33	Sep-06	0.00	36,272.44	36,272.44	991,764.48
34	Oct-06	0.00	36,272.44	36,272.44	955,492.04
35	Nov-06	0.00	36,272.44	36,272.44	919,219.60
36	Dec-06	0.00	36,272.44	36,272.44	882,947.16
37	Jan-07	0.00	36,273.44	36,273.44	846,673.72
38	Feb-07	0.00	36,274.44	36,274.44	810,399.28
39	Mar-07	0.00	36,275.44	36,275.44	774,123.84
40	Apr-07	0.00	36,276.44	36,276.44	737,847.40

41	May-07	0.00	36,277.44	36,277.44	701,589.96
42	Jun-07	0.00	36,278.44	36,278.44	685,291.52
43	Jul-07	0.00	36,279.44	36,279.44	629,012.08
44	Aug-07	0.00	36,280.44	36,280.44	592,731.64
45	Sep-07	0.00	36,281.44	36,281.44	558,450.20
46	Oct-07	0.00	36,282.44	36,282.44	520,167.76
47	Nov-07	0.00	36,283.44	36,283.44	483,884.32
48	Dec-07	0.00	36,284.44	36,284.44	447,599.88
49	Jan-08	0.00	36,285.44	36,285.44	411,314.44
50	Feb-08	0.00	36,286.44	36,286.44	375,028.00
51	Mar-08	0.00	36,287.44	36,287.44	338,740.56
52	Apr-08	0.00	36,288.44	36,288.44	302,452.12
53	May-08	0.00	36,289.44	36,289.44	266,162.68
54	Jun-08	0.00	36,290.44	36,290.44	229,872.24
55	Jul-08	0.00	36,291.44	36,291.44	193,580.80
56	Aug-08	0.00	36,292.44	36,292.44	157,288.36
57	Sep-08	0.00	36,293.44	36,293.44	120,994.92
58	Oct-08	0.00	36,294.44	36,294.44	84,700.48
59	Nov-08	0.00	36,295.44	36,295.44	48,406.04
60	Dec-08	0.00	36,296.44	36,296.44	12,108.60

GE Capital		
Term Months	60	
Equipment Cost	1,805,977	
Rate Factor	1.657218%	
EBO 48 months	34.69%	
Implicit Rate	5.27%	
NPV of min pymts	1,382,460	
NVP/Cost	87.6%	
Min Pmts	Impt Rate	
1	29,929	(1,776,048)
2	29,929	29,929
3	29,929	29,929
4	29,929	29,929
5	29,929	29,929
6	29,929	29,929
7	29,929	29,929
8	29,929	29,929
9	29,929	29,929
10	29,929	29,929
11	29,929	29,929
12	29,929	29,929
13	29,929	29,929
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37	29,929	29,929
38	29,929	29,929
39	29,929	29,929
40	29,929	29,929
41	29,929	29,929
42	29,929	29,929
43	29,929	29,929
44	29,929	29,929
45	29,929	29,929
46	29,929	29,929
47	29,929	29,929
48	29,929	29,929
49	29,929	626,493
50	29,929	
51	29,929	
52	29,929	
53	29,929	
54	29,929	
55	29,929	
56	29,929	
57	29,929	
58	29,929	
59	29,929	
60	29,929	

GE Capital		
Term Months	60	
Equipment Cost	382,778	
Rate Factor	1.657218%	
EBO 48 months	34.69%	
Implicit Rate	5.27%	
NPV of min pymts	325,404	
NVP/Cost	87.6%	
Min Pmts	Impt Rate	
1	6,343	(376,435)
2	6,343	6,343
3	6,343	6,343
4	6,343	6,343
5	6,343	6,343
6	6,343	6,343
7	6,343	6,343
8	6,343	6,343
9	6,343	6,343
10	6,343	6,343
11	6,343	6,343
12	6,343	6,343
13	6,343	6,343
14	6,343	6,343
15	6,343	6,343
16	6,343	6,343
17	6,343	6,343
18	6,343	6,343
19	6,343	6,343
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24	6,343	6,343
25	6,343	6,343
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27	6,343	6,343
28	6,343	6,343
29	6,343	6,343
30	6,343	6,343
31	6,343	6,343
32	6,343	6,343
33	6,343	6,343
34	6,343	6,343
35	6,343	6,343
36	6,343	6,343
37	6,343	6,343
38	6,343	6,343
39	6,343	6,343
40	6,343	6,343
41	6,343	6,343
42	6,343	6,343
43	6,343	6,343
44	6,343	6,343
45	6,343	6,343
46	6,343	6,343
47	6,343	6,343
48	6,343	6,343
49	6,343	112,786
50	6,343	
51	6,343	
52	6,343	
53	6,343	
54	6,343	
55	6,343	
56	6,343	
57	6,343	
58	6,343	
59	6,343	
60	6,343	

GE Capital		
Term Months	48	
Equipment Cost	211,960	
Rate Factor	1.793614%	
EBO at 48 mos.	47.2%	
Implicit Rate	5.41%	
NPV of min pymts	164,690	
NVP/Cost	77.7%	
Min Pmts	Impt Rate	
1	3,805.98	(208,154)
2	3,806	3,806
3	3,806	3,806
4	3,806	3,806
5	3,806	3,806
6	3,806	3,806
7	3,806	3,806
8	3,806	3,806
9	3,806	3,806
10	3,806	3,806
11	3,806	3,806
12	3,806	3,806
13	3,806	3,806
14	3,806	3,806
15	3,806	3,806
16	3,806	3,806
17	3,806	3,806
18	3,806	3,806
19	3,806	3,806
20	3,806	3,806
21	3,806	3,806
22	3,806	3,806
23	3,806	3,806
24	3,806	3,806
25	3,806	3,806
26	3,806	3,806
27	3,806	3,806
28	3,806	3,806
29	3,806	3,806
30	3,806	3,806
31	3,806	3,806
32	3,806	3,806
33	3,806	3,806
34	3,806	3,806
35	3,806	3,806
36	3,806	3,806
37	3,806	100,136
38	3,806	
39	3,806	
40	3,806	
41	3,806	
42	3,806	
43	3,806	
44	3,806	
45	3,806	
46	3,806	
47	3,806	
48	3,806	

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SECURITY SYSTEM

WIRELESS RETAIL, INC.
National Distribution Center
Southaven, Mississippi
October 1, 2004

Quantity	Manufacturer	Model	Description	Serial Number	Fair Value - Continued Use \$
<u>OFFICE FURNITURE</u>					
<u>Capital Lease</u>					
Office furniture consisting of desks, chairs, cubicles, cabinets, partitions, vertical files, break room furniture, lockers, and other related items					
<u>MACHINERY</u>					
1	Hoshizaki America, Inc.	DCM500	Ice dispenser, with stand		172,000
1	True Manufacturing Company	T35	35-cubic-foot cap. solid door type refrigerator, with 2 swing doors	1-3663664	3,900
1	True Manufacturing Company	T35	35-cubic-foot cap. solid door type refrigerator	1-3663661	2,200
1	Raymond	218-OPC22	2,200# cap. electric stand-up rider forklift truck	218-98-01116	2,200
Total Machinery					11,000
<u>SECURITY SYSTEM</u>					
1	Integral Technologies		Security system consisting of interior and exterior cameras, monitors, motion detectors, door contacts, video input storage computer, cabinets, switching, wiring, and other related items		
					161,000

19,300

American Appraisal Associates

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WIRELESS RETAIL, INC.
National Distribution Center
Southaven, Mississippi
October 1, 2004

Quantity	Manufacturer	Model	Description	Serial Number	Fair Value - Continued Use \$
1			Security metal detector		2,000
Total Security System					
<u>LICENSED VEHICLES</u>					
1	Dodge	Caravan	1999 model cargo van	2B4FP2539XR368498	4,800
1	Ford	Windstar	2002 model cargo van	2FMZA50442BB13788	11,900
Total Licensed Vehicles					16,700
GRAND TOTAL					371,000

2,000
16,700
371,000

American Appraisal Associates

87

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IMPROVEMENTS AND BETTERMENTS

J. S. Held, Incorporated

1025 Rose Creek Drive
Suite 620-188
Woodstock, GA 30189

Client:	Radio Shack	Home:	(404) 479-4057
		Business:	(404) 479-4057
Property:	481 Airport Industrial Blvd Memphis, TN		
Operator Info:			
Operator:	CHRISTYB		
Estimator:	Christy Ball	Business:	(770) 928-7446
Business:	1025 Rose Creek Drive, Ste. 620-188 Woodstock, GA 30189		
Company:	Mr. Bill Adams	Business:	(972) 628-5060
Business:	McLaurens Young Dallas, TX 75243		
Type of Estimate:	Tornado		
Dates:			
Date Entered:	05/06/08		
Price List:	TNME2S8B Restoration/Service/Remodel with Service Charges Factored In		
Estimate:	IDI-RADIO SH080908		
File Number:	16004205		

This estimate is preliminary, subject to review and revision, and for discussion purposes only.

This estimate is based on performing necessary repairs to the remaining structure, and does not consider replacement of undamaged items.

J. S. Held, Incorporated

1025 Rose Creek Drive
Suite 620-188
Woodstock, GA 30189

IDI-RADIOH080908**Main Office****Room: Reception 101****LxWxH 26'3" x 15'0" x 9'0"****Subroom 1: Offset****LxWxH 12'0" x 5'0" x 9'0"****Missing Wall: 1 - 5'0" X 9'0"****Opens into 0****Goes to Floor/Ceiling**

DESCRIPTION	QNTY	UNIT COST	TOTAL
R&R Suspended ceiling system - 2' x 4'	453.75 SF@	1.90=	862.13
R&R 5/8" drywall - hung, taped, with smooth wall finish	958.50 SF@	1.82=	1,744.47
Seal/prime the walls - one coat	958.50 SF@	0.29=	277.97
R&R Batt insulation - 6" - R19	453.75 SF@	0.99=	449.21
R&R Cove base molding - rubber or vinyl, 4" high	106.50 LF@	1.92=	204.49
R&R Glue down carpet - Commercial grade	453.75 SF@	4.76=	2,159.85
R&R Storefront door - bronze anod. frame, 3'x 7' - Double gl.	2.00 EA@	669.37=	1,338.74
R&R Fluorescent - acoustic grid fixture - four tube, 2'x 4'	7.00 EA@	168.73=	1,181.11
R&R Steel door frame - 3' opening	1.00 EA@	151.48=	151.48
R&R Wood door - birch face, solid core, 7'0	1.00 EA@	168.57=	168.57
Paint door slab only - 2 coats (per side)	2.00 EA@	15.99=	31.98
R&R Door hinge, 4" ball bearing (set of 3)	1.00 EA@	59.26=	59.26
R&R Lockset - keyed - Medium duty - Commercial grade	1.00 EA@	120.59=	120.59
R&R Door stop - Wall or floor mounted	1.00 EA@	12.62=	12.62
Paint door frame - 2 coats (per side)	2.00 EA@	15.93=	31.86

Room: Conference**LxWxH 31'10" x 15'0" x 8'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
R&R Suspended ceiling system - 2' x 4'	477.50 SF@	1.90=	907.26
R&R 5/8" drywall - hung, taped, with smooth wall finish	749.33 SF@	1.82=	1,363.79
Seal/prime the walls - one coat	749.33 SF@	0.29=	217.31
R&R Batt insulation - 6" - R19	477.50 SF@	0.99=	472.73
R&R Cove base molding - rubber or vinyl, 4" high	93.67 LF@	1.92=	179.84

J. S. Held, Incorporated

1025 Rose Creek Drive
Suite 620-188
Woodstock, GA 30189

CONTINUED - Conference

DESCRIPTION	QNTY	UNIT COST	TOTAL
R&R Glue down carpet - Commercial grade	477.50 SF@	4.76=	2,272.91
R&R Steel frame glazed openings	10.25 SF@	25.68=	263.22
R&R Steel door frame - 3' opening	1.00 EA@	151.48=	151.48
Paint door/sidelight window frame - 2 coats (per side)	2.00 EA@	31.86=	63.72
R&R Wood door - birch face, solid core, 7'0	1.00 EA@	168.57=	168.57
Paint door slab only - 2 coats (per side)	2.00 EA@	15.99=	31.98
R&R Door hinge, 4" ball bearing (set of 3)	1.00 EA@	59.26=	59.26
R&R Lockset - keyed - Medium duty - Commercial grade	1.00 EA@	120.59=	120.59
R&R Door stop - Wall or floor mounted	1.00 EA@	12.62=	12.62
R&R Fluorescent - acoustic grid fixture - four tube, 2'x 4'	8.00 EA@	168.73=	1,349.84

Room: Corridor 102, 103, 106

LxWxH 14'0" x 5'6" x 9'0"

Subroom 1: Offset 1

LxWxH 9'0" x 6'0" x 9'0"

Missing Wall: 1 - 8'6" X 9'0"

Opens into 0

Goes to Floor/Ceiling

Subroom 2: Corridor 103

LxWxH 41'0" x 5'6" x 9'0"

Missing Wall: 1 - 5'6" X 9'0"

Opens into 1

Goes to Floor/Ceiling

Subroom 3: Offset 107

LxWxH 13'0" x 6'0" x 9'0"

Missing Wall: 1 - 13'0" X 9'0"

Opens into 2

Goes to Floor/Ceiling

Subroom 4: Offset 104

LxWxH 6'0" x 4'0" x 9'0"

Missing Wall: 1 - 6'0" X 9'0"

Opens into 2

Goes to Floor/Ceiling

Subroom 5: Corridor 106

LxWxH 53'3" x 10'0" x 9'0"

Missing Wall: 1 - 9'0" X 9'0"

Opens into 2

Goes to Floor/Ceiling

DESCRIPTION	QNTY	UNIT COST	TOTAL
R&R Suspended ceiling system - 2' x 4'	991.00 SF@	1.90=	1,882.90

J. S. Held, Incorporated

1025 Rose Creek Drive
Suite 620-188
Woodstock, GA 30189

CONTINUED - Corridor 102, 103, 106

DESCRIPTION	QNTY	UNIT COST	TOTAL
R&R 5/8" drywall - hung, taped, with smooth wall finish	2,362.50 SF@	1.82=	4,299.75
Seal/prime the walls - one coat	2,362.50 SF@	0.29=	685.13
R&R Batt insulation - 6" - R19	991.00 SF@	0.99=	981.09
R&R Cove base molding - rubber or vinyl, 4" high	262.50 LF@	1.92=	504.01
R&R Tile - vinyl composition - High grade	991.00 SF@	2.63=	2,606.33
Replace Floor preparation for vet	991.00 SF@	0.47=	465.77
R&R Steel frame glazed openings	10.25 SF@	25.68=	263.22
R&R Steel door frame - 3' opening	2.00 EA@	151.48=	302.96
Paint door/sidelight window frame - 2 coats (per side)	2.00 EA@	31.86=	63.72
R&R Wood door - birch face, solid core, 7'0	2.00 EA@	168.57=	337.14
Paint door slab only - 2 coats (per side)	4.00 EA@	15.99=	63.96
R&R Door hinge, 4" ball bearing (set of 3)	2.00 EA@	59.26=	118.52
R&R Lockset - keyed - Medium duty - Commercial grade	2.00 EA@	120.59=	241.18
R&R Door stop - Wall or floor mounted	2.00 EA@	12.62=	25.24
Paint door frame - 2 coats (per side)	2.00 EA@	15.93=	31.86
R&R Fluorescent - acoustic grid fixture - four tube, 2'x 4'	11.00 EA@	168.73=	1,856.03
R&R Drinking fountain with cooler	2.00 EA@	878.12=	1,756.24
R&R Metal studding, 6" wide, 16" OC, 25 Ga.	2,100.08 SF@	1.82=	3,822.15
R&R Metal studding, 3 5/8" wide, 16" OC, 25 Ga.	419.58 SF@	1.67=	700.70
R&R 5/8" drywall - hung, taped, with smooth wall finish	4,200.17 SF@	1.82=	7,644.30

Room: Breakroom

LxWxH 60'0" x 32'0" x 9'0"

Subroom 1: 103 Offset

LxWxH 60'0" x 12'8" x 9'0"

Missing Wall: 1 - 12'8" X 8'0"

Opens into 0

Goes to neither Floor/Ceiling

Subroom 2: Offset 103A

LxWxH 6'0" x 5'6" x 9'0"

Missing Wall: 1 - 6'0" X 8'0"

Opens into 1

Goes to Floor

J. S. Held, Incorporated

1025 Rose Creek Drive
Suite 620-188
Woodstock, GA 30189

Subroom 3: 104 Offset

LxWxH 11'0" x 6'0" x 9'0"

Missing Wall: 1 - 6'0" X 9'0"

Opens into 0

Goes to Floor/Ceiling

DESCRIPTION	QNTY	UNIT COST	TOTAL
R&R Suspended ceiling system - 2' x 4'	2,779.00 SF@	1.90=	5,280.10
R&R 5/8" drywall - hung, taped, with smooth wall finish	3,070.33 SF@	1.82=	5,588.01
Seal/prime the walls - one coat	3,070.33 SF@	0.29=	890.40
R&R Batt insulation - 6" - R19	2,779.00 SF@	0.99=	2,751.21
R&R Cove base molding - rubber or vinyl, 4" high	362.33 LF@	1.92=	695.68
R&R Steel frame glazed openings	20.50 SF@	25.68=	526.44
R&R Steel door frame - 3' opening	2.00 EA@	151.48=	302.96
Paint door/sidelight window frame - 2 coats (per side)	4.00 EA@	31.86=	127.44
R&R Wood door - birch face, solid core, 7'0	2.00 EA@	168.57=	337.14
Paint door slab only - 2 coats (per side)	4.00 EA@	15.99=	63.96
R&R Door hinge, 4" ball bearing (set of 3)	2.00 EA@	59.26=	118.52
R&R Lockset - keyed - Medium duty - Commercial grade	2.00 EA@	120.59=	241.18
R&R Door stop - Wall or floor mounted	2.00 EA@	12.62=	25.24
R&R Fluorescent - acoustic grid fixture - four tube, 2'x 4'	24.00 EA@	168.73=	4,049.52
R&R Tile - vinyl composition - High grade	2,779.00 SF@	2.63=	7,308.77
Replace Floor preparation for vct	2,779.00 SF@	0.47=	1,306.13

Room: Galley

LxWxH 26'0" x 14'0" x 9'0"

DESCRIPTION	QNTY	UNIT COST	TOTAL
R&R Suspended ceiling system - 2' x 4'	364.00 SF@	1.90=	691.60
R&R 5/8" drywall - hung, taped, with smooth wall finish	720.00 SF@	1.82=	1,310.40
Seal/prime the walls - one coat	720.00 SF@	0.29=	208.80
R&R Batt insulation - 6" - R19	364.00 SF@	0.99=	360.36
R&R Cove base molding - rubber or vinyl, 4" high	80.00 LF@	1.92=	153.60
R&R Steel frame glazed openings	10.25 SF@	25.68=	263.22
R&R Steel door frame - 3' opening	1.00 EA@	151.48=	151.48
Paint door/sidelight window frame - 2 coats (per side)	2.00 EA@	31.86=	63.72
R&R Wood door - birch face, solid core, 7'0	1.00 EA@	168.57=	168.57

J. S. Held, Incorporated

1025 Rose Creek Drive
 Suite 620-188
 Woodstock, GA 30189

CONTINUED - Galley

DESCRIPTION	QNTY	UNIT COST	TOTAL
Paint door slab only - 2 coats (per side)	2.00 EA@	15.99=	31.98
R&R Door hinge, 4" ball bearing (set of 3)	1.00 EA@	59.26=	59.26
R&R Lockset - keyed - Medium duty - Commercial grade	1.00 EA@	120.59=	120.59
R&R Door stop - Wall or floor mounted	1.00 EA@	12.62=	12.62
R&R Fluorescent - acoustic grid fixture - four tube, 2'x 4'	4.00 EA@	168.73=	674.92
R&R Tile - vinyl composition - High grade	364.00 SF@	2.63=	957.32
Replace Floor preparation for vct	364.00 SF@	0.47=	171.08
R&R Custom cabinets - base units	39.58 LF@	203.70=	8,063.13
R&R Custom cabinets - wall units - 30" tall	14.00 LF@	140.16=	1,962.24
R&R Countertop - Flat laid plastic laminate	39.58 LF@	37.02=	1,465.26
R&R 6" backsplash for flat laid countertop	39.58 LF@	9.85=	389.87

Room: Mens Restroom

LxWxH 23'0" x 12'0" x 9'0"

Subroom 1: Offset 1

LxWxH 6'0" x 6'0" x 9'0"

Missing Wall: 1 - 6'0" X 9'0"

Opens into 0

Goes to Floor/Ceiling

DESCRIPTION	QNTY	UNIT COST	TOTAL
R&R Suspended ceiling system - 2' x 4'	312.00 SF@	1.90=	592.80
R&R 5/8" drywall - hung, taped, with smooth wall finish	738.00 SF@	1.82=	1,343.16
Seal/prime the walls - one coat	738.00 SF@	0.29=	214.02
R&R Batt insulation - 6" - R19	312.00 SF@	0.99=	308.88
R&R Cove base molding - rubber or vinyl, 4" high	82.00 LF@	1.92=	157.44
R&R Steel door frame - 3' opening	1.00 EA@	151.48=	151.48
R&R Wood door - birch face, solid core, 7'0	1.00 EA@	168.57=	168.57
Paint door slab only - 2 coats (per side)	2.00 EA@	15.99=	31.98
R&R Door hinge, 4" ball bearing (set of 3)	1.00 EA@	59.26=	59.26
R&R Lockset - keyed - Medium duty - Commercial grade	1.00 EA@	120.59=	120.59

J. S. Held, Incorporated

1025 Rose Creek Drive
Suite 620-188
Woodstock, GA 30189

CONTINUED - Mens Restroom

DESCRIPTION	QNTY	UNIT COST	TOTAL
R&R Door stop - Wall or floor mounted	1.00 EA@	12.62=	12.62
R&R Fluorescent - acoustic grid fixture - four tube, 2'x 4'	6.00 EA@	168.73=	1,012.38
Paint door frame - 2 coats (per side)	2.00 EA@	15.93=	31.86
R&R Tile - vinyl composition - High grade	312.00 SF@	2.63=	820.56
Replace Floor preparation for vct	312.00 SF@	0.47=	146.64
R&R Countertop - Flat laid plastic laminate	12.00 LF@	37.02=	444.24
R&R 6" backsplash for flat laid countertop	12.00 LF@	9.85=	118.20
R&R Plastic laminate end panels	2.00 EA@	76.04=	152.08
Detach & Reset Urinal - wall hung	4.00 EA@	235.57=	942.28
Detach & Reset Toilet	3.00 EA@	162.30=	486.90
Detach & Reset Sink - single	4.00 EA@	100.10=	400.40
Detach & Reset Sink faucet - Bathroom	4.00 EA@	80.28=	321.12
R&R Toilet seat	3.00 EA@	46.82=	140.46
R&R Handicap grab bar - Stainless steel, 1 1/2" x 36"	2.00 EA@	64.62=	129.24
R&R Handicap grab bar - Stainless steel, 1 1/2" x 42"	1.00 EA@	72.63=	72.63
R&R Paper towel dispenser	1.00 EA@	71.66=	71.66
R&R Toilet paper dispenser - double roll	3.00 EA@	51.18=	153.54
R&R Toilet partition (plastic laminate or baked enamel steel)	3.00 EA@	419.33=	1,257.99
R&R Urinal partition (plastic laminate or baked enamel steel)	3.00 EA@	179.96=	539.88
R&R Mirror - 1/4" plate glass	44.00 SF@	9.63=	423.72

Room: Womens Restroom

LxWxH 23'0" x 12'0" x 9'0"

Subroom 1: Offset 1

LxWxH 6'0" x 6'0" x 9'0"

Missing Wall: 1 - 6'0" X 9'0"

Opens into 0

Goes to Floor/Ceiling

DESCRIPTION	QNTY	UNIT COST	TOTAL
R&R Suspended ceiling system - 2' x 4'	312.00 SF@	1.90=	592.80